

## **RULES OF THE GAME - QUIZ DRAWING**

### **Article 1: Organizing Company**

Gandi, hereafter referred to as the "Organizing Company", a Simplified Joint Stock Company with a total capital of €2,300,000, headquartered at 63-65 boulevard Masséna in Paris (75013) France, registered under number 423093459 with the Paris Trade and Companies Register, is organizing a free game, with no obligation to purchase, entitled "Gandi Quiz" (hereafter referred to as the "Game").

### **Article 2: Duration**

The Game will run from Thursday, September 10th, 2020 3:00 pm (Paris time) to September 11th, 2020 at 3:00 pm (Paris time). The Game consists of a random draw from correct answers to a quiz, the question being asked via Gandi's Twitter account: @Gandibar.

### **Article 3: Participants**

The Game is open to any person of legal age in any territory. Employees of the Organizing Company are not authorised to take part in the Game.

The Organizing Company reserves the right to verify any information concerning the identity of any participant. Any person who has provided fraudulent, false, misleading, incorrect or inaccurate identification, or who uses multiple accounts, will be excluded from the Game and will not, in the event of a win, be able to receive their prize.

Participation in the Game implies full acceptance of these Rules.

### **Article 4: Terms of participation**

The Game takes place exclusively on Gandi's Twitter account: @Gandibar, between the dates indicated in article 1.

In order to participate in the Game, Participants must possess a Twitter account and provide the correct answer to the quiz.

Upon responding, the Participant must mention the @Gandibar account in order for their participation to be accepted.

The number of responses over the entire duration of the Game is limited to one. To earn a second chance to win, participants may retweet Gandi's game announcement tweet.

### **Article 5: Exclusion from participation**

Any participation in the Game in violation of these Rules will render such participation and subsequent winnings invalid.

Consequently, any identification or participation that is incomplete, erroneous or inaccurate, or done after the deadline or based on a false declaration, shall result in the disqualification of the participant and the non-award of any prize that they may have won and shall not entitle the participant to any compensation whatsoever, without the Organizing Company's liability being invoked.

The Organizing Company reserves the right to carry out any verification with respect to the present article as well as of the rules as a whole, in particular to exclude any participant having committed any abuse whatsoever, and may limit this verification to the winners, the Organizing Company having no obligation to carry out a systematic verification on all the participants.

The Organizing Company reserves the right to report to Twitter and to disqualify from the final outcome of the Game any response that is not in line with the values of the Organizing Company, contrary to good moral standards or which may infringe third parties' rights.

All fraudulent participation resulting in any undue gain will result in the removal of the domain purchased using the fraudulently obtained prize.

#### **Article 6: Naming the winners**

The Organizing Company will pick 100 winners at random among participants who are deemed to have provided a valid answer during the time of the Game as set in Article 2, based on criterias set by the Organizing Company.

The first to be picked will receive the first prize then the next 99 will receive the following prizes as detailed in article 8.

#### **Article 7: Announcement of the winners**

Winners will be contacted by the Organizing Company via Direct Message on Twitter within 72 hours after the end of the Game. Only winners will be informed as to the result of their participation in the Game. No email or letter will be sent to participants who did not win, even in reply.

#### **Article 8: Prizes**

1st prize: - one Gandi T-Shirt from available shirts on the Shirt Store: [https://t-s.fr/index.php?cat\\_id=19](https://t-s.fr/index.php?cat_id=19) , with a unit value of €20.15 (all taxes included) at the winners announcement date, and

- - one standard .club domain name creation or transfer with a unit value of €15.09 for one year excl. tax (Grid A).

2nd to 100th prizes: one standard .club domain name creation or transfer with a unit value of €15.09 for one year excl. tax (Grid A)

The prize will take the form of a one-time use promotional code, which must be entered on Gandi's order interface (Promo Code field) when registering or transferring the domain name to .club.

The promotional codes won can be used until November 2nd, 2020 11:59 pm (Paris time).

The value of the prizes is determined at the time of drafting these Rules and cannot be disputed as to their value.

#### **Article 9: Distribution of prizes**

The first winner will be contacted by Direct Message in order to provide its contact information and size and model of the desired T-Shirt.

Next winners will be provided with a promotional code directly via Direct Message.

The winners agree to accept the prizes as offered without possibility of exchange, in particular for cash, other goods or services of any kind whatsoever, nor transfer of the benefit to a third party. Similarly, these prizes may not be subject to claims for compensation.

Promo codes are not assignable to third parties.

The winner of the T-Shirt will have to provide a valid postal address for the delivery of the prize.

The Organizing Company reserves the right, in the event of an incident beyond its control, in particular related to its suppliers or to customs circumstances, to replace the announced prizes with prizes of equivalent value. The winner in question will be kept informed of any changes.

#### **Article 10: Intellectual property**

The reproduction, representation, or use of all or part of the elements that comprise the Game, including the present rules, is strictly prohibited.

All trademarks, logos, texts, images, videos, and other distinctive features reproduced on Gandhi's Twitter accounts as well as on the sites to which the site provides access via hypertext links are the exclusive property of their owners and are internationally protected as such by the provisions of the French Intellectual Property Code. Their unauthorized reproduction constitutes an infringement punishable by law.

#### **Article 11: Use of participants' personal data**

The communication of personal data by the Participant at the time of registration and participation in the Game shall constitute consent and shall give rise to the creation by the Organizing Company of a file containing said data for the purposes of the proper conduct and promotion of the Game and the awarding of the prizes.

This information is intended for the Organizing Company and may be transmitted to its technical partners and to any service provider, in particular in order to ensure the smooth operation of the Game and the delivery of prizes.

The data collected may be used for promotional or advertising purposes (in particular newsletters) by the Organizing Company and its subsidiaries.

The participant's personal data shall only be retained for the duration of the administration and communication of the Game and shall subsequently be deleted within a maximum period of one year from the end of the Game.

The Organizing Company has appointed a Personal Data Protection Officer, whom the participant may contact at the following address: [dpo@gandi.net](mailto:dpo@gandi.net).

The Organizing Company shall take the appropriate physical, technical, and organizational measures to ensure the security and confidentiality of the participant's personal data in order to protect them against any loss, accidental destruction, alteration and unauthorized access.

In accordance with the French law n°78-17 of January 6, 1978 relating to information technology, files and modified liberties, and the European Regulation n° 2016/679 of April 27, 2016 relating to the protection of personal data, any participant may withdraw his or her consent and exercise his or her right of access, opposition, rectification, update, deletion, and restriction of use, as well as the right to the portability of personal data, by sending his or her request

- via the online form available at the following address: "<https://help.gandi.net/en/contact/my-rights>";
- by mail at the following address: Data Protection Officer, Gandi SAS, 63-65 Boulevard Masséna, 75013 Paris. This request must be signed by the participant and accompanied by a photocopy of a valid participant's identity card, as well as the address to which the reply must be sent.

Consequently, any person who exercises the right to delete or oppose his or her personal data before the end of the Game shall be deemed to have withdrawn his or her participation.

## **Article 12: Liability**

Participation in the Game implies knowledge and acceptance by the participants of the characteristics and limits of the Internet and social networks, the lack of protection of certain data against possible misappropriation or hacking and against the risks of contamination by any possible malicious software circulating on the network.

The Organizing Company shall not be liable for any damage, material or immaterial, caused to the participants, their computer equipment and/or the data stored therein resulting from malicious intervention, connection problems, hardware or software problems, disruptions external to the Organizing Company that could affect the proper conduct of the Game.

The Organizing Company reserves the right to interrupt, postpone, modify, shorten, extend, or cancel the Game if circumstances so require (in particular if the proper administrative and technical running of the Game is disrupted by a virus, computer bug, unauthorized human intervention, or any other cause beyond the control of the Organizing Company). The Organizing Company may not be held liable in this respect.

The Organizing Company may under no circumstances be held liable in the event of identity theft or any other act of fraud by one of the participants in relation to their identity.

The Organizing Company shall not be held liable for delays, losses, thefts, damage to mails/parcels, lack of legibility of stamps as a result of postal operations. It shall also not be held liable and no recourse may be taken against it in the case of events of force majeure that partially or totally deprive the participants of the possibility of participating in the Game and/or the winners of the benefit of their winnings.

Prizes that cannot be delivered for reasons beyond the control of the Organizing Company (incorrect address, no response from the winner, etc.) shall be definitively lost and may not be re-allocated. Any prize that may be returned to the Organizing Company may not be claimed more than one month after the mails/parcels have been sent and shall be definitively lost and may not be re-allocated.

The Organizing Company as well as its service providers and partners may under no circumstances be held liable for the loss or theft of prizes, or for any incidents that may occur in the use of prizes by the winners once they have taken possession of them.

Any additional cost necessary to take possession of the prizes shall be borne entirely by the winners without them being able to request any compensation from the Organizing Company, nor from the service providers or partners.

## **Article 13: Rules**

### **13.1. Reference**

The Game's rules can be viewed online and printed at any time at <https://news.gandi.net/en/2020/08/rules-gandi-20-years>.

### **13.2 Acceptance of the rules**

The mere fact of participating in the Game implies full and unreserved acceptance of these rules.

### **13.3 Claims**

In order to be considered, any disputes or complaints relating to the Game must be made within one month of the date of conclusion of the Game at one of the following addresses:

- Gandi SAS, 63-65 boulevard Massena 75013 Paris, France
- [gandi20@gandi.net](mailto:gandi20@gandi.net)

All claims for prizes must be accompanied by the confirmation email stipulating:

- the prize won by the Participant;
- its contact information (title, surname, first name, postal address, telephone number);
- the subject of the claim.

The Organizing Company reserves the right to decide without appeal on any difficulty that may arise with regard to the interpretation or application of these rules.

#### **Article 14: Applicable law**

These regulations are subject to French law.

#### **Article 15: Agreement on proof**

By express agreement between the participant and the Organizing Company, the computer systems and files of the Organizing Company and its service providers shall be the sole authenticators.

The computerized records, kept in the computer systems of the Organizing Company and its service providers, under reasonable conditions of security and reliability, shall be considered as proof of the relations and communications between the Organizing Company and the participant.

It is therefore agreed that, except in the case of manifest error, the Organizing Company may avail itself, in particular for the purposes of proof of any act, fact or omission, of the programs, data, files, records, operations, and other elements (such as monitoring reports or other statements) either in a computer or electronic format or medium, established, received, or kept directly or indirectly by the Organizing Company, in particular in its computer systems.

The elements considered thus constitute proof and if they are produced as evidence by the Organizing Company in any litigation or other proceedings, they shall be admissible, valid, and enforceable between the parties in the same way, under the same conditions, and with the same evidentiary weight as any document drawn up, received, or kept in writing.

Operations of any kind carried out using the identifier and code allocated to a participant, following registration, are presumed to have been carried out under the responsibility of the participant.